

**NOT FOR FILING WITH COURT UNLESS ACCEPTED BY PLAINTIFF**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**JACOB BEHOUNEK, Individually and on )  
Behalf of All Others Similarly Situated, )**

**Plaintiff, )**

**vs. )**

**Case No. 1:22-CV-02341**

**WHO’Z THE BOSS MUSIC, INC., )  
and DAVID A. HERRERO, )**

**Honorable Edmond E. Chang**

**Defendants. )  
)**

**OFFER OF JUDGMENT**

To:

Josh Sandford  
Colby Qualls  
Sanford Law Firm  
[josh@sanfordlawfirm.com](mailto:josh@sanfordlawfirm.com)  
[colby@sanfordlawfirm.com](mailto:colby@sanfordlawfirm.com)

Pursuant to Fed. R. Civ. P. 68 (“Rule 68”), Defendants David Herrero and Who’z the Boss Music, Inc. (hereinafter “Defendants”) offer to allow judgment to be taken by Plaintiff Jacob Behounek against it in the above-referenced case for a sum of SEVEN THOUSAND DOLLARS and NO CENTS (\$7,000.00) in full and complete settlement of all of Plaintiff’s claims against Defendants in this action, inclusive of all damages, costs, attorneys’ fees, and expenses accrued to date or permitted or authorized under any federal, state, and/or local statute or common law. The judgment shall be the sole judgment for Plaintiff in the matter, and in complete disposition of Plaintiff’s claims in the above-referenced case against Defendants, and shall be without an award of any additional relief, equitable or otherwise including attorneys’ fees and costs. ***THIS OFFER***

***IS NOT TO BE CONSTRUED AS AN ADMISSION OF LIABILITY BY DEFENDANTS.  
SAID JUDGMENT SHALL HAVE NO EFFECT WHATSOEVER EXCEPT IN COMPLETE  
SETTLEMENT OF PLAINTIFF'S CLAIMS IN THIS CASE.***

**Respectfully submitted,**


**Attorneys for Defendants**

/s/ Jeffrey Rudd

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**ACCEPTANCE**

Plaintiff, Jacob Behounek, through Plaintiff's attorney, hereby accepts the forgoing Rule 68 Offer of Judgment on the terms set forth above as a full and final settlement of his claims in the above-captioned case against Defendants, and agrees to the entry of a final order dismissing his claims in said action in the entirety with prejudice.

By:   
Attorney for Plaintiff

Josh Sanford  
Colby Qualls  
Sanford Law Firm  
[josh@sanfordlawfirm.com](mailto:josh@sanfordlawfirm.com)  
[colby@sanfordlawfirm.com](mailto:colby@sanfordlawfirm.com)

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that on June 29, 2022 the attorney caused a true and correct copy of the foregoing ***Rule 68 Offer of Judgment*** to be served by email and U.S. mail to the following counsel of record for Plaintiff Jacob Behounek at the addresses listed below:

Josh Sandford  
Colby Qualls  
Sanford Law Firm  
[josh@sanfordlawfirm.com](mailto:josh@sanfordlawfirm.com)  
[colby@sanfordlawfirm.com](mailto:colby@sanfordlawfirm.com)

/s/ Julia Pearce Argentieri